

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

NOTICE OF CONTRACT NO. 071B5500086

Between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Parchment, Inc. 6263 N Scottsdale Road, Suite 330 Scottsdale, AZ 85250	Matt Sterenberg	msterenberg@parchment.com
	PHONE	VENDOR FEIN # (LAST FOUR DIGITS ONLY)
	480-719-1646 x1114	0072

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	CEPI	Trina Anderson	517-241-0823	andersont1@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Jarrod Barron	517-284-7045	barronj1@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: CEPI e-Transcript Services			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	July 16, 2015	July 15, 2018	4, one year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
This contract is made pursuant to the Parchment Master Agreement dated January 29, 2014 ("the Master Agreement"), between Parchment and the Midwestern Higher Education Compact ("MHEC"), as amended by Addendum #1 on July 21, 2014. The State of Michigan is a member state of the MHEC pursuant to MCL 390.1531. Approved Ad Board Contract Value: \$1,281,000.00			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$1,131,000.00

Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

For the Contractor:

Robert J. Colletti
Parchment, Inc.
480-719-1646 x1069
rcolletti@parchment.com

Date

For the State:

Sharon Maynard-Walenga
Sourcing Director
State of Michigan

Date



EXCHANGE STATE/ PARCHMENT STATE AGREEMENT

This Parchment State Agreement (“State Agreement”) is entered into by and between Parchment, Inc., a Delaware corporation having a principal place of business at 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ (“Parchment”) and the State of Michigan (“State”) located at 525 West Allegan, 1st Floor, Lansing, MI 48933, Attention: DTMB Procurement.

State is a member of the Midwestern Higher Education Compact (“MHEC”) and desires to participate under the Master Agreement between Parchment and MHEC.

1. **Master Agreement.** This State Agreement is made and entered into pursuant to the Parchment Master Agreement dated January 29, 2014 between Parchment and MHEC (“the Master Agreement”), as amended by Addendum #1 on July 21, 2014. All capitalized terms herein, not defined in this State Agreement shall have the meanings assigned to them in the Master Agreement. In the event of the termination of the Master Agreement, the provisions thereof that are applicable to this Agreement or the respective School Order Forms of the Eligible Schools in the State shall survive until the termination of this State Agreement or any School Order Forms. This State Agreement is intended only to serve as the basis for Eligible Schools to enter into School Order Forms. Parchment and State agree Parchment is not providing any Parchment Services under this State Agreement.
2. **Fees.** State’s annual Participation Fee (for High School only) of \$50,000, as set forth in Attachment A to the Master Agreement shall be paid by State upon execution by State of this State Agreement and each successive anniversary thereof during the term. State also opts to pay an annual license fee of \$327,000 as set forth in Attachment A to the Master Agreement. Payment of the license fees shall be made within thirty (30) days after the receipt of invoice. Each party shall bear all expenses incurred in performance of its rights and obligations hereunder.
3. **State Contact.** State shall appoint a management level individual (“the State Contact”) with full authority to (a) administer State’s responsibilities hereunder, the Parchment Services, and any work pursuant to Section 4, and (b) approve or disapprove, on behalf of the State, the Parchment Services, and any content or function provided by Parchment. Parchment may rely on the actions of the State Contact.
4. **Scope of Work.** In consideration for the participation fee payable hereunder, Parchment shall provide State with a master project schedule, progress reports against the master project schedule, an assigned Account Executive and Project Manager, and State’s participation on the Parchment Advisory Board. The scope the aforementioned activities are to be developed in a mutually agreed upon project plan. Any work performed outside this State Agreement shall be performed pursuant to a separate amendment, and Parchment will have no obligations to perform any such work..
 - a. The parties will work together to raise awareness of the Parchment Services and its potential benefits to Eligible Schools. Specifically, the parties shall engage in joint marketing and promotional efforts, including participation in conference, educational events, and presentations, to encourage adoption of the Parchment Services.
 - b. State shall undertake all measures necessary to ensure that its activities hereunder complies in all respects with all applicable laws, statutes, regulations, ordinances or other



rules promulgated by any applicable governing authorities. State shall not make any representations, warranties or guarantees with respect to the Parchment Services, Parchment or any of Parchment's obligations to any third party that are not consistent with the terms of this State Agreement. State acknowledges and agrees that Parchment derives substantial value from the goodwill associated with the Parchment Services. State will undertake all measures necessary to ensure that its promotional activities hereunder conform to industry standards of professionalism and fair practices.

5. **Term.** Unless earlier terminated as provided herein, the term of this Agreement shall commence upon the execution hereof and shall continue for three (3) years, with options by mutual written agreement to renew for four (4) additional one (1) year periods. Sections 7, 8, 10, and 12 through 25 will survive termination or expiration of this State Agreement.
 - a. **Termination Upon Breach.** This Agreement may be terminated by either State or Parchment, upon a material breach of any provision of this Agreement by the other party, which breach remains uncured for more than sixty (60) days after the non-breaching party provides written notice thereof to the breaching party, unless such breach cannot reasonably be cured within such sixty (60) day period, in which case termination requires that the breach remains uncured for more than sixty (60) days after such notice and the breaching party fails to initiate curative measures during such sixty (60) day period and to thereafter diligently prosecute such measures to completion.
 - b. **Termination For Lack of Funding or Authority.** State may upon thirty (30) days' written notice to Parchment, terminate this Agreement if (i) funds sufficient to enable State to perform its obligations pursuant to this Agreement are not appropriated or granted to State, (ii) the authority of State to enter into or perform its obligations hereunder is terminated, or (iii) a state of emergency is declared by competent governmental authorities.
 - c. **Modifications as a Result of Changes in Applicable Law.** Parchment will have the right to unilaterally modify this State Agreement or a School Order Form in order to ensure compliance with any change in applicable law, regulation, or ordinance, or to meet or conform this State Agreement to an interpretation of an existing law or regulation. Parchment will use commercially reasonable efforts to provide fourteen (14) days written notice of any such change (the actual notice period to be referred as the "Notice Period") and any such change will go into effect at the end of the Notice Period. State may terminate this State Agreement at will within the Notice Period if it objects to the changes by providing written notice to Parchment, making clear that the termination is a result of Parchment's modification of the terms pursuant to this Section 5(c).
6. **Agreement by Eligible Schools.** Upon execution of a School Order Form between Parchment and an Eligible School, the Eligible School shall be solely responsible to abide by all the terms and conditions set forth in the School Order Form, attached hereto as Attachment C to the Master Agreement. State shall not be responsible for any Eligible School that executes a School Order Form, to the extent such Eligible School's acts and omissions relate to such School Order Form. No School Order Form is effective until the Eligible School and Parchment have executed the School Order Form. No Eligible School is bound or required to enter into a School Order Form .



Parchment is not obligated to provide Services to any Eligible School unless and until such Eligible School has entered into a School Order Form.

7. **Ownership Rights.** Parchment retains all ownership and intellectual property rights as defined in the School Order Form. No rights in any Parchment intellectual property or the Parchment Services are granted to State under this State Agreement, and all such rights are reserved to Parchment. All suggestions, ideas and feedback proposed by State in connection with this State Agreement belong to and are retained solely by Parchment. State hereby does and will irrevocably assign to Parchment all ideas, feedback and suggestions made by State regarding the foregoing (collectively, “Feedback”) and all intellectual property rights in the Feedback. State agrees to execute any documents or take any actions as may reasonably be necessary, or as Parchment may reasonably request, to perfect such ownership of the Feedback, at Parchment’s sole expense. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by State to Parchment, State hereby grants to Parchment an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest.
8. **Warranty.** Parchment makes no warranties hereunder. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION OR ACCURACY OF ANY INFORMATION PROVIDED HEREUNDER.
9. **Indemnification.** Parchment will defend at its expense any suit brought against State by a third party, and will pay any settlement Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party, or (b) Parchment’s gross negligence or willful misconduct in handling the student’s academic records. Parchment’s obligations as set forth above are expressly conditioned upon each of the following: (A) State promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) State cooperating with Parchment to facilitate the settlement or defense of any claim or suit. For purposes of this Section 9, MHEC and Eligible Schools are not third parties.
10. **Confidential Information**
 - a. **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this State Agreement, each Party will have access to certain of the other Party’s Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.
 - b. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (a) to use the Confidential Information only for the purposes described herein; (b) that such Party will



not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (c) that, except as permitted under this State Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this State Agreement; and (e) to return or destroy all Confidential Information of the other Party in its possession upon the disclosing Party's request or upon termination or expiration of this State Agreement.

11. **Confidentiality Exceptions.** Notwithstanding the foregoing, the prior sections will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (2) to establish a Party's rights under this State Agreement, including to make such court filings as it may be required to do.
12. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS STATE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF PARCHMENT TO STATE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS STATE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF (i) ONE THOUSAND DOLLARS (U.S. \$1,000.00) OR (ii) THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY STATE IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS STATE AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.



13. **Applicable Law.** This State Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of in the State, without giving effect to its rules regarding conflicts of laws.
14. **Force Majeure.** Parchment will be excused from performance of its obligations under this State Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of Parchment. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
15. **Notices.** All notices required by or relating to this State Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties to the State Agreement and addressed, if to State, as follows: 525 West Allegan, 1st Floor, Lansing, MI 48933, Attention: DTMB Procurement; or if to Parchment, as follows: Parchment, Inc., 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ 85250, Attention: General Counsel, with a copy to: Cooley LLP, One Freedom Square, Reston Town Center, 11951 Freedom Drive, Reston, Virginia 20190, Attention: Adam J. Ruttenberg, Esq., or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this State Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
16. **Assignment.** Neither party will assign its rights or delegate its obligations under this State Agreement without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by State will be null, void and of no effect, provided that Parchment may assign this State Agreement to an affiliate or a successor in interest by way of a merger, consolidation or sale of all or substantially all of its assets. This State Agreement will be binding upon and inure to the benefit of Parchment and State and their successors and permitted assigns.
17. **Independent Contractors.** State and Parchment acknowledge and agree that the relationship arising from this State Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.
18. **Amendment.** No amendment to this State Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.
19. **Waiver.** No waiver under this State Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.



20. **Severability.** If any provision of this State Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this State Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this State Agreement invalid or unenforceable whatsoever.
21. **Causes of Action.** No action arising from or related to this State Agreement may be brought by either Party more than one (1) year after the cause of action has accrued.
22. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this State Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this State Agreement.
23. **Counterparts; Headings.** This State Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The headings in this State Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this State Agreement.
24. **Publicity.** Parchment may publicly refer to State, including on Parchment's website and in sales presentations as a Parchment customer and may use State's logo for such purposes and as necessary to fulfill its obligations herein. Similarly, State may publicly refer to itself as a customer of Parchment, including on State's website and in sales presentations, and as necessary to fulfill its obligations here. Each Party hereby grants the other a limited, worldwide, non-exclusive license to use the other Party's trademarks and logos in conformance with such Party's trademark usage guidelines and solely for the purposes set forth in this Section. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.
25. **Entire Agreement.** This State Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.



MHEC / PARCHMENT MASTER AGREEMENT

This Parchment Master Agreement ("Master Agreement") is entered into by and between Parchment, Inc., a Delaware corporation having a principal place of business at 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ ("Parchment") and the Midwestern Higher Education Commission ("MHEC") located at 105 Fifth Avenue South, Suite 450, Minneapolis, MN 55401.

1. Definitions

- a. "Eligible Schools" refer to:
 - i. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State;
 - ii. All K-12 schools and school districts located in a Member State; and
 - iii. Any not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions), K-12 school or school district that is not located in a Member State, but receives prior approval by MHEC to use this Master Agreement to purchase Parchment services.
 - b. "Member State" refers to any state that is a member of the Midwestern Higher Education Compact. The current Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MHEC shall promptly notify Parchment if other states join MHEC and thereby become a Member State for the purpose of this Master Agreement.
 - c. "Exchange State" refers to a Member State that enters into a Parchment State Agreement substantially in the form attached as Attachment B with Parchment to obtain Parchment Services ("Parchment State Agreement").
 - d. "Parchment Services" refers to a Parchment software-as-a-service application that enables certain features and functions of Parchment's credential exchange and analytics platform as more fully set forth in Parchment's February 13, 2013 response to MHEC's e-Transcript Initiative RFP and attached hereto as Attachment D. Parchment Services may include Parchment Send and Parchment Receive.
 - e. "School Order Form" means an order form substantially in the form attached as Attachment C that is mutually agreed upon in writing by an Eligible School and Parchment under a Parchment State Agreement.
 - f. "Service List" refers to the list of Parchment Services, with pricing, made available for purchase under this Master Agreement. The Service List is attached as Attachment A.
2. **Term.** This Master Agreement will be formed upon execution by the Parties and shall remain in effect, unless otherwise terminated pursuant to the terms of this Master Agreement, for a period of three (3) years. The Master Agreement may be mutually renewed for four (4) additional one-year terms unless terminated pursuant to the terms of the Master Agreement.
 3. **Overview.** This Master Agreement is intended only to serve as the basis for Member States to enter into Parchment State Agreements and/or Eligible Schools to enter into School Order Forms. Parchment has no obligation to provide any Parchment Services under this Master Agreement, and Parchment and MHEC agree Parchment is not providing any Parchment Services under this



Master Agreement. MHEC does not warrant or guarantee that any Member State will enter into any Parchment State Agreement or that any Eligible School will enter any School Order Form.

- a. No Parchment State Agreement is effective until it is executed by Parchment and the applicable Member State and no Member State is bound or required to enter into a Parchment State Agreement. Parchment is not obligated to provide Services to any Member State unless and until such Member State has entered into a Parchment State Agreement. MHEC shall not be responsible or liable for any Member State that executes a Parchment State Agreement. A Member State shall not be responsible or liable for any other Member State that executes its own Parchment State Agreement.
- b. No School Order Form is effective until the Eligible School and Parchment have executed the School Order Form. No Eligible School is bound or required to enter into a School Order Form. Parchment is not obligated to provide Services to any Eligible School unless and until such Eligible School has entered into a School Order Form. MHEC shall not be responsible or liable for any School that executes a School Order Form. An Eligible School shall not be responsible or liable for any other Eligible School that executes its own School Order Form.
- c. MHEC shall not market the Parchment Services to any person or entity other than Member States and their Eligible Schools. Both parties shall undertake all measures necessary to ensure that their activities hereunder comply in all respects with all applicable laws, statutes, regulations, ordinances, or other rules promulgated by any applicable governing authorities. MHEC shall not make any representations, warranties or guarantees with respect to the Parchment Services, Parchment or any of Parchment's obligations to any third party that are not consistent with the terms of this Master Agreement. MHEC acknowledges and agrees that Parchment derives substantial value from the goodwill associated with the Parchment Services. MHEC will undertake all measures necessary to ensure that its promotional activities hereunder conform to industry standards of professionalism and fair practices.

4. Service List

Parchment agrees to maintain the Service List in accordance with the following provisions:

- a. The current list prices shall not increase during the initial twelve (12) months of this Master Agreement. Thereafter, the year-over-year percentage increase for the list prices shall not exceed the percentage increase as reflected in the U.S. Consumers Price Index (CPI-U), Education, currently published Base Period or future Base Period as determined by the US Bureau of Labor and Statistics.
- b. Subject to MHEC's prior approval, Parchment may add new services to the Service List when new services become generally available. Any such new service shall not result in a material reduction in the level of service, functionality or implementation currently being provided to an Eligible School or Exchange State, regardless of whether or not the Eligible School or Exchange State purchases said new service. The pricing for all new Services shall incorporate, to the extent possible, similar or comparable discount levels.
- c. Notification of specific changes to the Service List shall be provided to MHEC within thirty (30) days of such modification.
- d. The parties will work together to raise awareness of the Parchment Services and its potential benefits to Member States and Eligible Schools.



5. **Agreement by Eligible Schools.** Upon execution of a School Order Form between Parchment and an Eligible School, the Eligible School shall be solely responsible to abide by all the terms and conditions set forth in the School Order Form, attached hereto as Attachment C. MHEC shall not be responsible for any Eligible School that has an active School Order Form.
6. **Agreement by Exchange State.** An Exchange State shall be solely responsible to abide by all the terms and conditions set forth in its Parchment State Agreement with Parchment.
7. **Record Retention.** Parchment shall retain and maintain all records and documents relating to this Master Agreement for six (6) years after final payment by the Eligible School or Exchange State or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the Eligible School or Exchange State, including the procurement officer or designee, at all reasonable times.
8. **Administration Fee and Reporting.** During the term, Parchment shall pay MHEC an administration fee equal to one percent (1%) of all participation fees, license fees, transcript fees, and handling fees (but in all cases excluding any professional services fees) actually received by Parchment from: (i) under a School Order Form from Eligible Schools or (ii) an Exchange State. All fees will be paid within thirty (30) days of the end of the quarter in which such fees were received. Parchment shall also provide to MHEC at the time of the quarterly payment a detailed accounting of all participation fees, license fees, transcript fees and handling fees actually received by Parchment, including, the names of Exchange States and Eligible Schools executing a School Order Form, and the number of transcripts sent and/or received by Eligible Schools. These quarterly reports shall be provided to MHEC in an electronic format so that MHEC is able to evaluate the quality and cost effectiveness of providing electronic transcript services through Parchment pursuant to the Master Agreement. Each party shall bear all expenses incurred in performance of its rights and obligations hereunder.
9. **Ownership Rights.** Parchment retains all ownership and intellectual property rights as defined in the Order Form. No rights in any Parchment intellectual property or the Parchment Services are granted to MHEC under this Master Agreement, and all such rights are reserved to Parchment. All suggestions, ideas and feedback (collectively, "Feedback") proposed by MHEC in connection with this Master Agreement belong to and will be owned by both Parchment and MHEC without a right of accounting.
10. **Warranty.** Parchment represents and warrants that it shall perform all services in a skillful, competent, timely, professional and workmanlike manner consistent with the standards for its industry, and that Parchment employees, agents and contractors assigned to perform services have the proper skill, training and background so as to be able to perform services in a skillful, competent, timely, professional and workmanlike manner. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, NON-INTERFERENCE, SYSTEM INTEGRATION OR ACCURACY OF ANY INFORMATION PROVIDED HEREUNDER.
11. **Indemnification.** Parchment will defend at its expense any suit brought against MHEC by a third party, and will pay any settlement Parchment makes or approves, or any damages finally



awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party, or (b) Parchment's negligence or willful misconduct in handling the student's academic records. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) MHEC promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) MHEC cooperating with Parchment to facilitate the settlement or defense of any claim or suit..

12. **Termination.** Either party may terminate this Master Agreement for cause based upon a material breach of the Master Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If the breaching party fails to cure the breach within thirty (30) days of the written notice, the non-breaching party has the right to terminate this Master Agreement. The termination of the Master Agreement shall not effect Parchment's existing agreements with Exchange States or Eligible Schools that have executed Order Forms. Sections 7, 9, 10, 13 14, 15 and 17 through 29 will survive termination or expiration of this Master Agreement.

13. **Confidential Information**

- a. **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Master Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.
- b. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (a) to use the Confidential Information only for the purposes described herein; (b) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (c) that, except as permitted under this Master Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Master Agreement; and (e) to return or destroy all Confidential Information of the other Party in its possession upon the disclosing Party's request or upon termination or expiration of this Master Agreement.

14. **Confidentiality Exceptions.** Notwithstanding the foregoing, the prior sections will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other



governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order will first have given prior written notice to the other Party, providing the original disclosing Party an opportunity, in its sole discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information; or (2) to establish a Party's rights under this Master Agreement, including to make such court filings as it may be required to do.

15. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS MASTER AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF PARCHMENT TO MHEC FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS MASTER AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE GREATER OF (i) ONE THOUSAND DOLLARS (U.S. \$1,000.00) OR (ii) THE TOTAL AMOUNT OF ALL FEES PAID BY PARCHMENT BY MHEC IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THE FOREGOING LIMITATION DOES NOT APPLY TO PARCHMENT'S TERMINATION OF THIS MASTER AGREEMENT OTHER THAN IN ACCORDANCE WITH THE TERMS OF THE MASTER AGREEMENT, INDEMNIFICATION OBLIGATIONS UNDER THIS MASTER AGREEMENT, OR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY PARCHMENT'S NEGLIGENCE OR WILLFUL MISCONDUCT. EXCEPT IN THE CASE OF AN EXCLUSIVE REMEDY, THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS MASTER AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.
16. **Modifications as a Result of Changes in Applicable Law.** Parchment will have the right to unilaterally modify this Master Agreement, a Parchment State Agreement or a School Order Form in order to ensure compliance with any change in applicable law, regulation, or ordinance, or to meet or conform to the Master Agreement to an interpretation of an existing law or regulation. Parchment will use commercially reasonable efforts to provide thirty (30) days written notice of any such change (the actual notice period to be referred as the "Notice Period") and any such change will go into effect at the end of the Notice Period. MHEC may terminate this Master Agreement at will within the Notice Period if it objects to the changes by providing written notice to Parchment, making clear that the termination is a result of Parchment's modification of the terms pursuant to this Section 16.
17. **Applicable Law.** This Master Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Minnesota, without giving effect to its rules regarding conflicts of laws.



18. **Force Majeure.** Either party will be excused from performance of its obligations under this Master Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of the party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
19. **Notices.** All notices required by or relating to this Master Agreement will be in writing and will be sent by means of certified mail, postage prepaid, to the Parties to the Master Agreement and addressed, if to MHEC: Jennifer Dahlquist, 105 5th Ave S., Suite 450, Minneapolis, MN 55401, or if to Parchment, as follows: Parchment, Inc., 6263 North Scottsdale Road, Suite 330, Scottsdale, AZ 85250, Attention: General Counsel, with a copy to: Cooley LLP, One Freedom Square, Reston Town Center, 11951 Freedom Drive, Reston, Virginia 20190, Attention: Adam J. Ruttenberg, Esq., or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Master Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices will be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
20. **Assignment.** Neither party will assign its rights or delegate its obligations under this Master Agreement without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect. This Master Agreement will be binding upon and inure to the benefit of Parchment and MHEC and their successors and permitted assigns.
21. **Independent Contractors.** MHEC and Parchment acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Master Agreement.
22. **Amendment.** No amendment to this Master Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.
23. **Waiver.** No waiver under this Master Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.
24. **Severability.** If any provision of this Master Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Master Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or



jurisdiction, or of rendering any other provisions of this Master Agreement invalid or unenforceable whatsoever.

25. **Causes of Action.** No action arising from or related to this Master Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. The foregoing shall not apply to any actions identified as a result of an inspection or audit undertaken pursuant to Section 7 of this Master Agreement, or any action arising as a result of Indemnification obligations under Section 11 of this Master Agreement.
26. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Master Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Master Agreement.
27. **Counterparts; Headings.** This Master Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The headings in this Master Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Master Agreement.
28. **Publicity.** Parchment shall be permitted to use MHEC's name and logo (subject to the MHEC's style guidelines to ensure proper placement or use by Parchment) (a) in association with Parchment's provision of the Services; and (b) on a client or partner list or partial client list during the term of this Agreement, provided that such list does not reasonably state or imply, in MHEC's reasonable discretion, MHEC's endorsement of Parchment or the Services.
29. **Entire Agreement.** This Master Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.



In Witness Whereof, the Parties hereto have executed this Master Agreement as of the date last signed below.

Parchment Inc.

Midwestern Higher Education Compact

By: Robert J. Colletti

By: Larry A. Isaac

Name: Robert J. Colletti

Name: President

Title: CFO

Title: _____

Date: January 29, 2014

Date: 1/27/2014



Midwestern Higher Education Compact

The e-Transcript Initiative (ETI)

ATTACHMENT A: VENDOR PRICING

Prepared 1/23/2014 for



parchment

ILLINOIS

Products and Services Quoted

- 1) Parchment Send Premium for High School
- 2) Parchment Receive Premium for Higher Ed
- 3) Parchment Send Premium for Higher Ed

Price Quote for Parchment Services

Last Modified: 01/22/2014

Based on preferred MHEC Pricing

Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ -	\$ 411,100
Parchment Receive Premium - Higher Ed	\$ -	\$ -	\$ -
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ 50,000	\$ 50,000	\$ 50,000
Total Cost	\$ 50,000	\$ 50,000	\$ 461,100

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			136,357
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 411,100
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 1,167,000

	Request	Paper Handling
Student Fees with Subscription License under MHEC Terms		
Current Students	Covered by Subscription	\$ 2.00
Alumni	\$ 3.25	\$ 3.25

NOTE: International and Overnight delivery available for an additional fee.

Not Quoted Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, 3K base + 2K per 1K transcripts delivered

There are no implementation fees for Receive - configuration, access, testing and support are included

XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	TBD	TBD	TBD
Parchment Receive Subscription License State Cost under MHEC Terms	\$ -	\$ -	\$ -
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ -

NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included.

Parchment Send Premium

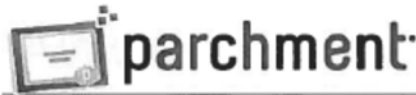
Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order

Institutions can subsidize electronic or electronic and paper requests

There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	Incl
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State Initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the initiative.



INDIANA

Products and Services Quoted

- 1) Parchment Send Premium for High School
- 2) Parchment Receive Premium for Higher Ed
- 3) Parchment Send Premium for Higher Ed

Price Quote for Parchment Services

Last Modified: 01/22/2014

Based on preferred MHEC Pricing

Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ -	\$ 216,000
Parchment Receive Premium - Higher Ed	\$ 385,200	\$ 250,200	\$ 635,400
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ 100,000	\$ 100,000	\$ 100,000
Total Cost	\$ 485,200	\$ 350,200	\$ 951,400

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			71,493
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 216,000
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 632,000
Student Fees with Subscription License under MHEC Terms			
Current Students	Request Covered by Subscription	\$ -	Paper Handling 2.00
Alumni	\$ 3.25	\$ 3.25	\$ 2.00

NOTE: International and Overnight delivery available for an additional fee.

Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, 3K base + 2K per 1K transcripts delivered
There are no implementation fees for Receive - configuration, access, testing and support are included
XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	146,229	30,612	176,841
Parchment Receive Subscription License State Cost under MHEC Terms	\$ 385,200	\$ 250,200	\$ 635,400
Parchment Subscription License List Price (no MHEC pricing applied)	\$ 428,000	\$ 278,000	\$ 706,000

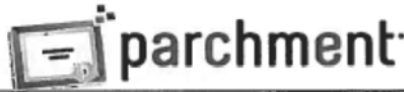
NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included.

Parchment Send Premium

Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order
Institutions can subsidize electronic or electronic and paper requests
There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	incl
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement; all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State Initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the initiative.



IOWA

Products and Services Quoted

1) Parchment Send Premium for High School

Price Quote for Parchment Services

Last Modified: 01/22/2014
Based on preferred MHEC Pricing
Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ -	\$ 99,000
Parchment Receive Premium - Higher Ed	\$ -	\$ -	\$ -
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ 50,000	\$ 50,000	\$ 50,000
Total Cost	\$ 50,000	\$ 50,000	\$ 149,000

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			32,091
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 99,000
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 320,000

	Request	Paper Handling
Student Fees with Subscription License under MHEC Terms		
Current Students	Covered by Subscription	\$ 2.00
Alumni	\$ 3.25	\$ 3.25

NOTE: International and Overnight delivery available for an additional fee.

Not Quoted Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, 3K base + 2K per 3K transcripts delivered
There are no implementation fees for Receive - configuration, access, testing and support are included
XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	TBD	TBD	TBD
Parchment Receive Subscription License State Cost under MHEC Terms	\$ -	\$ -	\$ -
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ -

NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included.

Parchment Send Premium

Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order
Institutions can subsidize electronic or electronic and paper requests
There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	incl

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee -- even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State Initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the Initiative.



parchment

KANSAS

Products and Services Quoted

- 1) Parchment Send Premium for High School
- 2) Parchment Receive Premium for Higher Ed
- 3) Parchment Send Premium for Higher Ed

Price Quote for Parchment Services

Last Modified: 01/22/2014
Based on preferred MHEC Pricing
Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ -	\$ 96,000
Parchment Receive Premium - Higher Ed	\$ -	\$ -	\$ 278,100
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ -	\$ -	\$ 100,000
Total Cost	\$ -	\$ -	\$ 474,100

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			31,238
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 96,000
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 312,000

	Request	Paper Handling
Student Fees with Subscription License under MHEC Terms		
Current Students	Covered by Subscription	\$ 2.00
Alumni	\$ 3.25	\$ 2.00

NOTE: International and Overnight delivery available for an additional fee.

Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, Per Campus, 3K base + 2K per 1K transcripts delivered
There are no implementation fees for Receive - configuration, access, testing and support are included
XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	44,755	6,421	\$1,176
Parchment Receive Subscription License State Cost under MHEC Terms	\$ 168,300	\$ 109,800	\$ 278,100
Parchment Subscription License List Price (no MHEC pricing applied)	\$ 187,000	\$ 122,000	\$ 309,000

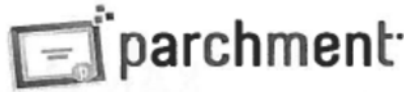
NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included.

Parchment Send Premium

Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order
Institutions can subsidize electronic or electronic and paper requests
There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	Incl
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State Initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the initiative.



Michigan

Products and Services Quoted

- 1) Parchment Send Premium for High School
- 2) Parchment Receive Premium for Higher Ed
- 3) Parchment Send Premium for Higher Ed

Price Quote for Parchment Services

Last Modified: 01/22/2014

Based on preferred MHEC Pricing

Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ -	\$ 327,000
Parchment Receive Premium - Higher Ed	\$ 468,000	\$ 220,500	\$ 688,500
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ 100,000	\$ 100,000	\$ 100,000
Total Cost	\$ 568,000	\$ 320,500	\$ 1,115,500

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			108,028
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 327,000
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 957,500

	Request	Paper Handling
Student Fees with Subscription License under MHEC Terms		
Current Students	Covered by Subscription	\$ 2.00
Alumni	\$ 3.25	\$ 3.25
		\$ 2.00

NOTE: International and Overnight delivery available for an additional fee.

Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, Per Campus, 3K base + 2K per 1K transcripts delivered

There are no implementation fees for Receive - configuration, access, testing and support are included

XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	188,360	31,834	220,194
Parchment Receive Subscription License State Cost under MHEC Terms	\$ 468,000	\$ 220,500	\$ 688,500
Parchment Subscription License List Price (no MHEC pricing applied)	\$ 520,000	\$ 245,000	\$ 765,000

NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included.

Parchment Send Premium

Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order

Institutions can subsidize electronic or electronic and paper requests

There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	Incl
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the initiative.



MINNESOTA

Products and Services Quoted

1) Parchment Send Premium for High School

Price Quote for Parchment Services

Last Modified: 01/22/2014

Based on preferred MHEC Pricing

Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ 174,000	\$ 174,000
Parchment Receive Premium - Higher Ed	\$ -	\$ -	\$ -
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ 50,000	\$ 50,000	\$ 50,000
Total Cost	\$ 50,000	\$ 224,000	\$ 224,000

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

Basis of Quote: Total Grade 12 Enrollment

Parchment Send for High School Total State Cost under MHEC Terms

Parchment Subscription License List Price (no MHEC pricing applied)

Public Schools	Private Schools	Combined
		\$7,949
		\$174,000
		\$224,000

Student Fees with Subscription License under MHEC Terms

Current Students

Alumni

	Request	Paper Handling
	Covered by Subscription	\$ 2.00
\$ 3.25	\$ 3.25	\$ 2.00

NOTE: International and Overnight delivery available for an additional fee.

Not Quoted Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, 3K base + 2K per 1K transcripts delivered

There are no implementation fees for Receive - configuration, access, testing and support are included

XML delivery, index file and advanced routing and automation are included

Basis of Quote: Total TTM Volume on Parchment Exchange

Parchment Receive Subscription License State Cost under MHEC Terms

Parchment Subscription License List Price (no MHEC pricing applied)

Public Institutions	Private Institutions	All Institutions
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included

Parchment Send Premium

Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order

Institutions can subsidize electronic or electronic and paper requests

There are no implementation fees for Send - configuration, access, testing and support are included

Basis of Quote: Institution Transaction Pre-Pay

Electronic Requests Only

Blended: Electronic Requests and Paper Handling

Request MHEC Price	Request List Price	Handling Fee (Paper)
\$ 2.48	\$ 2.75	Paid by the student
\$ 3.38	\$ 3.75	incl

Basis of Quote: Exclusively Student Pay

Current and Alumni Request Fees

Request MHEC Price	Request List Price	Handling Fee (Paper)
\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member is an existing State Initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the initiative.



MISSOURI

Products and Services Quoted 1) Parchment Send Premium for High School

Price Quote for Parchment Services
Last Modified: 01/22/2014
Based on preferred MHEC Pricing
Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDR (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	Annual MHEC Participat	\$ -	\$ 177,000
Parchment Receive Premium - Higher Ed	\$ -	\$ -	\$ -
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ -	\$ -	\$ 50,000
Total Cost	\$ -	\$ -	\$ 227,000

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			\$8,724
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 177,000
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 528,000

	Request	Paper Handling
Student Fees with Subscription License under MHEC Terms		
Current Students	Covered by Subscription	\$ 2.00
Alumni	\$ 3.25	\$ 3.25
	\$ 3.25	\$ 2.00

NOTE: International and Overnight delivery available for an additional fee.

Not Quoted Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, 3K base + 2K per 1K transcripts delivered
There are no implementation fees for Receive - configuration, access, testing and support are included
XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	TBD	TBD	TBD
Parchment Receive Subscription License State Cost under MHEC Terms	\$ -	\$ -	\$ -
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ -

NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included

Parchment Send Premium

Institution Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order
Institutions can subsidize electronic or electronic and paper requests
There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	inc'

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State Initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the initiative.



NORTH DAKOTA

Products and Services Quoted

1) Parchment Send Premium for High School

Price Quote for Parchment Services

Last Modified: 01/22/2014

Based on preferred MHEC Pricing

Prepared by: Rachel Stamm

The quote below is intended to present pricing for fully subsidized high school services and uses the pricing information presented to the MHEC committee in the document, "Second Round Follow Up Vendor Questions: Parchment, Appendix 1" as the basis of this document, specifically the number of seniors. Sample quotes for Higher Ed services are included only if Parchment has an existing Higher Ed service in place. Funding assumptions were not made in the preparation of this quote.

Parchment is willing and able to work with each state partner to identify and quote the number of schools, school types, services and/or funding tiers to be included. Parchment is also willing and able to work with each state to determine the appropriate data source for the senior count. Parchment does a twice annual update to its school data via MDW (<http://www.schooldata.com>) and has a detailed listing of all schools with total enrollment and senior count. States may elect to use that list or an alternate if more current.

Total Cost For All Products and Services

	Public	Private	All
Parchment Send Premium High School	\$ -	\$ -	\$ 21,000
Parchment Receive Premium - Higher Ed	\$ -	\$ -	\$ -
Parchment Send Premium - Higher Ed	\$ -	\$ -	\$ -
Annual Participation Fees	\$ -	\$ -	\$ 50,000
Total Cost	\$ -	\$ -	\$ 71,000

Parchment Send - High School

Annual MHEC Participation Fee \$50,000

Covers unlimited requests and electronic deliveries for current students

	Public Schools	Private Schools	Combined
Basis of Quote: Total Grade 12 Enrollment			6,146
Parchment Send for High School Total State Cost under MHEC Terms	\$ -	\$ -	\$ 21,000
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ 112,000

	Request	Paper Handling
Student Fees with Subscription License under MHEC Terms		
Current Students	Covered by Subscription	\$ 2.00
Alumni	\$ 3.25	\$ 3.25
		\$ 2.00

NOTE: International and Overnight delivery available for an additional fee.

Not Quoted Parchment Higher Ed Products and Services

Annual MHEC Participation Fee \$50,000

Parchment Receive Premium

Subscription licenses are quoted based on volume delivered on Parchment Exchange, 3K base + 2K per 1K transcripts delivered

There are no implementation fees for Receive - configuration, access, testing and support are included

XML delivery, index file and advanced routing and automation are included

	Public Institutions	Private Institutions	All Institutions
Basis of Quote: Total TTM Volume on Parchment Exchange	TBD	TBD	TBD
Parchment Receive Subscription License State Cost under MHEC Terms	\$ -	\$ -	\$ -
Parchment Subscription License List Price (no MHEC pricing applied)	\$ -	\$ -	\$ -

NOTE: Parchment Receive Basic (web download, PDF) is available to all institutions at no cost. A detailed feature comparison between Basic and Premium is included

Parchment Send Premium

Institution-Level Transaction Subscriptions are quoted based on estimate/funding level desired by the institution and is decremented each order

Institutions can subsidize electronic or electronic and paper requests

There are no implementation fees for Send - configuration, access, testing and support are included

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Institution Transaction Pre-Pay			
Electronic Requests Only	\$ 2.48	\$ 2.75	Paid by the student
Blended: Electronic Requests and Paper Handling	\$ 3.38	\$ 3.75	incl

	Request MHEC Price	Request List Price	Handling Fee (Paper)
Basis of Quote: Exclusively Student Pay			
Current and Alumni Request Fees	\$ 2.93	\$ 3.25	\$ 2.00

PLEASE NOTE: Discounts were factored into the master MHEC agreement that are locked in for the duration of the agreement: all transaction pricing is guaranteed to be discounted at 10% off current list price when the state pays the participation fee - even if there is no additional subsidy provided. Cost discounts apply to existing and new member schools even in states that do not have a participation agreement with Parchment. In cases where there is no state agreement, the K12 or Higher Ed Institution will be entitled to a 5% discount off current list price as a condition of the master MHEC agreement. Pricing above reflects the discount off the Parchment's current list price for transcript requests. The state participation fee will not increase for the duration of the agreement. EXISTING MEMBERS IN A STATE INITIATIVE: Any existing member in an existing State initiative under the previous MHEC agreement that is using the State Initiative Receiver service will have the opportunity to execute new terms associated with this MHEC agreement, should their state opt into the Parchment Premium Receive service. Should their state not opt in, the existing member will be converted to the Parchment Basic Receive service. EXISTING MEMBERS NOT IN A STATE INITIATIVE: at the conclusion of the current contract term, an existing member not in an existing State Initiative will have the opportunity to execute terms associated with this agreement, should their state opt into the Initiative.